Atlantis Health Care Group (P.R.) Inc. *and* Union General de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199.[1] Case 24–CA–11300

November 15, 2010

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS PEARCE AND HAYES

On April 21, 2010, Administrative Law Judge William N. Cates issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions, and to adopt the recommended Order, except as modified.[3]

AMENDED REMEDY

The Respondent, having unlawfully reduced the hourly pay of unit employees by 30 to 45 cents per hour, must make the unit employees whole for the losses they suffered as a result of the unlawful reduction in hourly pay, computed on a quarterly basis, less any net interim earnings, as prescribed in *F. W. Woolworth Co*., 90 NLRB 289 (1950), plus daily compound interest as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Atlantis Health Care Group (P.R.) Inc., Ponce, Aguadilla, and Fajardo, Puerto Rico, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(e).

"(e) Within 14 days after service by the Region, post at its Ponce, Aguadilla and Fajardo, Puerto Rico, locations copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by the Respondent's authorized representatives, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 2009."

Dated, Washington, D.C. November 15, 2010

Wilma B. Liebman,	Chairman
Mark Gaston Pearce,	Member
Brian E. Hayes,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[1] We have amended the caption to reflect the disaffiliation of the Service Employees International Union from the AFL–CIO effective July 25, 2005.

[2] Member Hayes joins in finding that the Respondent was not privileged to rescind unilaterally the pay increase that it implemented in February 2009 and in rejecting the Respondent's contention that it "erroneously" implemented that increase. The Respondent's action was consistent with a practice of granting annual wage increases for 6 straight years, the last 3 times in or retroactive to February. Notably, the 2008 increase was given in the absence of any contract or contract extension calling for it, thus negating any possible inference that the 2009 increase was mistaken because the extant contract extension made no mention of a wage increase. Accordingly, in these circumstances, the Respondent violated Sec. 8(a)(5) and (1) by unilaterally reducing the employees' wage rates.

[3] In accordance with our decision in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), we modify the judge's recommended remedy by requiring that backpay and other monetary awards shall be paid with interest compounded on a daily basis. Also, we shall modify the judge's recommended Order to provide for the posting of the notice in accord with *J. Picini Flooring*, 356 NLRB No. 9 (2010). For the reasons stated in his dissenting opinion in *J. Picini Flooring*, Member Hayes would not require electronic distribution of the notice.

Jose Luis Ortiz, Esq., for the Government.[1]
Manuel A. Nunez, Esq., and *Zulimary V. Serrano, Esq.,* for the Company.[2]
Jose Aneses-Pena, Esq., for the Union.[3]

DECISION

STATEMENT OF THE CASE

WILLIAM N. CATES, Administrative Law Judge. This is a unilateral change case which I heard in trial in San Juan, Puerto Rico, on March 2, 2010. The case originates from a charge filed on August 20, 2009, by Union General de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO (the Union). The prosecution of the case was formalized on November 30, 2009, when the Acting Regional Director for Region 24 of the National Labor Relations Board (the Board), acting in the name of the Board's General Counsel, issued a complaint and notice of hearing (complaint) against Atlantis Health Care Group (P.R.) Inc. (Company).

The Company, in a timely filed answer to the complaint, denied having violated the Act in any manner alleged in the complaint.

Specifically, it is alleged that the Company, during approximately the second pay period in March 2009, decreased the wage rates of the employees in certain appropriate collective-bargaining units, represented by the Union, by 45 cents per hour without prior notice to the Union and without providing the Union an opportunity to bargain with regard to the conduct and the effects of such conduct. It is alleged the Company, by the conduct described above, violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act).

The parties were given full opportunity to participate, to introduce relevant evidence, and to file briefs. The parties entered into a stipulated record, consisting of various stipulations of fact, and called no witnesses. Additionally, the parties stipulated that, if called, Company Human Resources Director Hermongenes Torres–Morilla (HR Director Torres–Morilla), an admitted supervisor and agent of the Company, would testify as set forth in the factual stipulation pertaining to him. The parties also stipulated that, if called, Union Representative Maria S. Cancel would testify as set forth in the factual stipulation pertaining to her. I have studied the stipulated record, the post-trial briefs, and the authorities cited therein. Based on more detailed findings and analysis below, I conclude and find the Company violated the Act as alleged in the complaint.

[1] I shall refer to counsel for the General Counsel as counsel for the Governemnt and General Counsel as the Government.

[2] I shall refer to counsel for the Company as counsel for the Company and shall refer to the Respondent as the Company.

[3] I shall refer to counsel for the Charging Party as counsel for the Union and refer to the Charging party as the Union.

FINDINGS OF FACT

I. JURISDICTION, LABOR ORGANIZATION STATUS AND BARGAINING UNITS

The Company is a Commonwealth of Puerto Rico corporation with a main office in Trujillo Alto, Puerto Rico, and has been, and continues to be, engaged in the operation of 12 outpatient dialysis and related health centers at various locations throughout the Commonwealth of Puerto Rico, including Ponce, Aguadilla, and Fajardo. Annually, the Company purchases and receives, directly from points located outside the Commonwealth of Puerto Rico, equipment, goods, and materials valued in excess of $50,000, and annually derives gross revenues in excess of $250,000 in the operation of its business. The parties admit, and I find, the Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The parties admit, and I find, the Union is a labor organization within the meaning of Section 2(5) of the Act.

It is admitted that the following employees of the Company, herein called the Units, constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Ponce Units

UNIT A

INCLUDED: All non–professional employees, including LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the Company at its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Aquadilla Units

UNIT A

INCLUDED: All non–professional employees, including LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Good Samaritan Community Hospital in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the

Company at its facilities located in Good Samaritan Community Hospital in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Fajardo Unit

INCLUDED: All professional employees including registered nurses, dieticians and social workers employed by the Company at its facilities located in Fajardo, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

II. THE STIPULATED AND /OR ADMITTED FACTS

Since about November 1, 2002, the Union has been the designated exclusive collective–bargaining representative of the Units, and, since about the year 2000, the Company has acknowledged the Union as the representative. This recognition has been embodied in collective-bargaining agreements, effective from November 1, 2002, to October 31, 2005, for each of the respective units, including Ponce, Aguadilla, and Fajardo. The agreements were, thereafter, extended by various stipulations between the parties. Specifically, on April 12, 2006, the parties entered into a stipulation extending the collective-bargaining agreements until January 31, 2008. On March 5, 2008, the parties again stipulated to an extension of the collective-bargaining agreements until June 30, 2008, and, on that date, stipulated to an extension of their agreements until January 31, 2009. On January 14, 2009, the parties agreed to extend their collective-bargaining agreements, thereafter, on a day-to-day basis, until bargaining resulted in new agreements or the parties reached impasse in negotiations. The parties started negotiations in January 2009, but, as of the trial herein, had not arrived at any successor agreements.

Article 19, section 1 of each of the parties' expired collective-bargaining agreements relates to wage increases, on a yearly basis, for the unit employees for each of the three covered years of 2003, 2004, and 2005. The same provisions in the parties' collective-bargaining agreements provides the Company will grant a salary increase of 45 cents per hour for all professional employees, 40 cents per hour for all technicians and 30 cents per hour for all other employees. In as much as the parties extended their collective-bargaining agreements in the subsequent three years, the Company continued to grant the salary increases for the years 2006, 2007, and 2008. On April 2006, the salary increases were granted retroactive to the first pay period of February of the same year. In 2007 and 2008, the salary increases were granted on the first pay period of February of each year.

During the first payroll period of February 2009, the Company granted its unit employees salary increases of 45 cents per hour to all professional employees, 40 cents per hour to all technicians and 30 cents per hour to all other employees. The February 2009 increases were not negotiated with the Union, nor did the Company give prior notification of the salary increases to the Union. The parties' January 14, 2009 stipulation, extending the terms of their previous collective-bargaining agreements, is silent regarding any salary increases. The parties' prior stipulations and collective-bargaining agreements do contain a mandatory arbitration clause for resolution of all controversies arising under the collective-bargaining agreements or the stipulations. The Union did not file an unfair labor practice charge with the Board following the Company's granting of the February 2009 wage increase.

On March 26, 2009, HR Director Torres–Morillo sent an e–mail to Union Representative Maria Silva Cancel with an attached letter, addressed to all unit employees and dated March 25, 2009, regarding a salary reduction for the unit employees. This e–mail, which was received by the Union, on March 27, 2009, was the Company's only notification to the Union on the issue of a salary reduction prior to its implementation. On March 30, 2009, HR Director Torres–Morillo sent the Company's letter, dated March 25, 2009, to the unit employees in Ponce, Aguadilla, and Fajardo. In his letter, HR Director Torres–Morillo informed the unit employees he had mistakenly granted a salary increase in February 2009, and that their salaries would be adjusted to reflect the salary they received prior to February 2009. Torres–Morillo explained in the letter that adjustments were not going to be made to the payroll already paid in the month of February 2009 and the first biweekly pay period of March 2009. Salary reductions of 30 to 45 cents per hour were implemented on March 9, 2009, and are reflected in the Company's March 23, 2009 pay period. As of the trial herein, the unit employees continue to receive the same amount they earned prior to the salary increase implemented in February 2009.

The Company and the Union met on May 12, 2009, and discussed, for the first time, the issue of the salary reduction, but did not reach any agreement. The Company and Union have been engaged in collective-bargaining negotiations for successor contracts and have reached an issue regarding salary increases. As of the trial herein, the Company's negotiating position concerning a salary increase is to grant a 45 cent salary increase, retroactively with a payment plan, in exchange for the Union's acceptance of a reduction of certain fringe benefits.

The parties stipulated that, if called, HR Director Torres–Morillo and Union Representative Cancel would testify as follows:

> Should Mr. Torres testify, he would testify that the increases given in 2009 to the union employees were a product of his confusion on the interpretation of the stipulation signed by the parties on January 14, 2009. That, upon discussing said increase with counsel and other officers of the company, he became aware of his misinterpretation regarding the giving of said increase and the impact on the scheduled negotiations for a new CBA between the parties. It was his interpretation that he had committed a good faith error regarding the wage increases, and that said error had to be corrected by withdrawing the same and by providing notice to the union of said withdrawal. The withdrawal of the erroneous wage increase would restore the status for proper good faith bargaining to be carried out by the parties in order to reach a new CBA. The union did not respond to the notice that was given until a union representative, in a bargaining session for a new contract held on May 12, 2009, stated that they would file an unfair labor practice charge regarding withdrawal of the increase.

Should Union Representative Marie S. Cancel testify she would state that, after receiving the notice of salary reduction via e–mail sent by HR Director Torres, she called HR Director Torres and told him said reduction in salary was illegal.

III. ANALYSIS, DISCUSSION, AND CONCLUSIONS

If a term or condition of employment concerns a mandatory subject of bargaining, an employer generally may not discontinue that term or condition without first bargaining with the union to impasse or agreement. See *NLRB v. Katz,* 369 U.S. 736 (1962). Stated differently, during contract negotiations, an employer may not make unilateral changes to represented employees' terms and conditions of employment without bargaining to impasse. The Board has recognized exceptions to this general rule where "economic exigencies" compel prompt action, and where the union waives its right to bargain. See *Tribune Publishing Co.,* 351 NLRB 196, 197 fn. 9 (2007). No economic exigencies or waivers are asserted in the instant case. It is well settled, and beyond dispute, that an employer violates Section 8(a)(5) and (1) of the Act when, absent waiver, it changes employees' wages without giving the union an appropriate opportunity to bargain about the changes. Wages are, of course, a mandatory subject of bargaining *NLRB v. Borg–Warner Corp.,* 356 U.S. 342, 348 (1958). Specifically the Board has long held that an employer may not, without consulting with the union, unilaterally reduce hourly pay rates of unit employees. See *Huttig Sash and Door Co.,* 154 NLRB 811 (1965), enf. *NLRB v. Huttig Sash & Door Co.,* 377 F.2d 964 (8th Cir. 1967).

A brief restatement of certain facts is helpful at this point. The parties' collective-bargaining agreements and related stipulated extensions provided for annual wage increases of 45 cents per hour for professional employees, 40 cents per hour for technicians and 30 cents per hour for all other employees at least from 2003 and through 2008. Starting in 2006, the effective date for the increases was the first pay period of February. On January 14, 2009, the parties agreed to extend their collective-bargaining agreements on a day-to-day basis until agreement or impasse. The January 14, 2009 extension is silent regarding wage increases; however, during the first pay period of February 2009, the Company implemented wage increases for employees in the units in the amounts specified in the prior extended collective-bargaining agreements. The Union did not protest nor file a charge with the Board regarding the February 2009 wage increases. On March 9, 2009, the Company implemented wage reductions for the unit employees of 30 to 45 cents per hour with the reductions reflected in the employees' March 23, 2009 pay. As of the trial herein, the employees have continued to receive wages in the amounts they earned prior to the wage increases of February 2009. On March 26, 2009, HR Director Torres–Morillo sent an electronic letter to Union Representative Cancel with an attached memorandum addressed to the unit employees advising the employees the Company had granted their February 2009 wage increases erroneously, and, advised their wages would be reduced to the levels in effect before the February 2009 increase. This electronic message was received by the Union on March 27, 2009, and the attached memorandum was sent to the employees of the units on March 30, 2009.

Wages, especially wage reductions, are mandatory subjects of bargaining. The wage reductions at issue herein were unilaterally implemented by the Company at a time when the parties were in negotiations for successor collective-bargaining agreements. The Union was presented with a fait accompli with no opportunity to bargain concerning the wage reductions. The wage reductions significantly and materially impacted every unit employee. I find the Company's unilateral actions violate Section 8(a)(5) and (1) of the Act.

The fact Company HR Director Torre–Morillo, sometime after implementation of the wage increases, concluded he had erroneously and mistakenly implemented the February 2009 wage increases does not justify the Company's unilaterally rescinding the increases without notifying the Union and bargaining with the Union over the rescissions. The Company may well be able to correct the "erroneously" implemented wage increases; however, it was obligated to notify and bargain with the Union when it decided to rescind the wage increases. Furthermore, it is appropriate under these circumstances, to direct, as I do, that the Company cease and desist from rescinding the wage increases and make the unit employees whole. See *Mid–Wilshire Health Care Center,* 337 NLRB 72, 73 (2001).

Contrary to the contentions of the Company, there are no adverse legal consequences for the Union not initially objecting to the wage increases in February 2009, nor does its not objecting require a different result than that reached herein.

CONCLUSIONS OF LAW

1. The Company, Atlantis Health Care Group (P.R.) Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Union General, de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. At all times since at least the year 2000, the Union has been the exclusive collective-bargaining representative, within the meaning of Section 9(a) of the Act, of appropriate units, of employees employed by the Company.

4. By unilaterally reducing the wage rates of the employees in the units by 30 to 45 cents per hour the Company has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

5. The Company's unfair labor practices specified in 4 above, affect commerce within the meaning of Section 2(2), (6), and (7) of the Act.

REMEDY

Having found the Company has engaged in certain unfair labor practices, I find it necessary to order the Company to cease and desist there from and to take certain action designed to effectuate the policies of the Act. In particular, to remedy the unlawful reduction in hourly pay of the employees in the units by 30 to 45 cents per hour, I recommend the Company be ordered to make the unit employees whole for losses they suf-

fered as a result of the unlawful reduction in hourly pay, with interest as computed in *New Horizons for the Retarded,* 283 NLRB 1173 (1987). The specific identification of the employees affected and the precise amounts owed to them is, if necessary, left for determination at the compliance stage of this proceeding. I also recommend the Company be ordered to restore the wages of the employees in the Units as they existed prior to the implementation of the change and bargain regarding any changes in wages.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

ORDER

The Company, Atlantis Health Care Group (P.R.) Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Unilaterally reducing the hourly wage rates, or otherwise altering the wages, hours, and other terms and conditions of employment of its employees, in the Units represented by Union General, de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO without affording the Union notice and an opportunity to bargain.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Restore the wages of the employees in the units as they existed prior to the implementation of the change that reduced their wages.

(b) Before implementing any reduction in the hourly wage rates or any other changes affecting the wages, hours, and other terms and conditions of employment of employees in the Units represented by the Union, notify and, on request, bargain with Union General, de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO as the exclusive collective-bargaining representative of employees in the following appropriate bargaining units:

Ponce Units

UNIT A

INCLUDED: All non–professional employees, including: LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the Company at its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Aquadilla Units

UNIT A

INCLUDED: All non–professional employees, including: LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Good Samaritan Community Hospital in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the Company at its facilities located in Good Samaritan Community Hospital, in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Fajardo Unit

INCLUDED: All professional employees including registered nurses, dieticians and social workers employed by the Company at its facilities located in Fajardo, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

(c) Make employees in the units whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in the hourly wage rates of employees in the units represented by the Union in the manner set forth in the remedy section of the decision.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director for Region 24 of the Board may allow for good cause shown, provide, at a reasonable place designated by the Board or its agents, all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

(e) Post, at its Ponce, Aguadilla, and Fajardo, Puerto Rico, locations, copies of the attached notice, marked "Appendix"[5] in English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 24 of the Board, and after being signed by the Company's authorized representative, shall be posted by the Company and maintained for 60 consecutive days in conspicuous places, including all places where notices

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[5] If this order is enforced by a Judgement of the United States Court of Appeals, the words in the notice reading, "Posted by Order of the National Labor Relations Board" shall read: Posted Pursuant to a Judgement of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

are customarily posted. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the pendency of these proceedings the Company has gone out of business or closed any of the facilities involved in these proceedings, the Company shall duplicate and mail, at its own expense, a copy of the notice, to all employees employed at any time after March 2009.

(f) Within 21 days after service by the Region, file with the Regional Director for Region 24 of the National Labor Relations Board a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Company has taken to comply.

Dated Washington, D.C., April 21, 2010

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY THE ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT unilaterally reduce the wage rates and other terms and conditions of employment of our employees in the Units represented by Union General, de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO without first affording the Union notice and an opportunity to bargain.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, before implementing any reduction in your hourly wage rates or other changes affecting your wages, hours, and other terms and conditions of employment, notify and, on request, bargain with Union General, de Trabajadores de Puerto Rico, a/w Service Employees International Union (SEIU), Local 1199, AFL–CIO as the exclusive collective–bargaining representative of our employees in the following appropriate bargaining units:

Ponce Units

UNIT A

INCLUDED: All non–professional employees, including: LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the Company at its facilities located in Hospital San Lucas II, Ponce, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Aquadilla Units

UNIT A

INCLUDED: All non–professional employees, including: LPNs, equipment technicians, maintenance technicians, reuse technicians, clerical employees, receptionists, billing and collection employees employed by the Company in its facilities located in Good Samaritan Community Hospital, in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

UNIT B

INCLUDED: All professional employees, including RNs, nutritionist (dietician) and social workers employed by the Company at its facilities located in Good Samaritan Community Hospital, in Aguadilla, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

Fajardo Unit

INCLUDED: All professional employees including registered nurses, dieticians and social workers employed by the Company at its facilities located in Fajardo, Puerto Rico.
EXCLUDED: All other employees, guards and supervisors as defined by the Act.

WE WILL restore the wages of our employees in the units to the pay levels that existed prior to the reduction of their wages in March 2009.

WE WILL make our employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reductions in wages, plus interest.

ATLANTIC HEALTH CARE GROUP (P.R.) INC.